

The Hongkong Telegraph.

ESTABLISHED 1881.

NEW SERIES No. 1129. 日大月二十年四十二年光 MONDAY, FEBRUARY 6, 1899.

拜禮

號大月二英港香

THIRTY DOLLARS
PER ANNUM.

Banks.

THE YOKOHAMA SPECIE BANK, LIMITED.

ESTABLISHED 1886.

SUBSCRIBED CAPITAL.....Yen 12,000,000
PAID-UP CAPITAL.....10,500,000
RESERVE FUND.....6,900,000

Head Office—YOKOHAMA.

Branches and Agencies.

KOBE, NEW YORK.
LONDON, LYONS.
SAN FRANCISCO, HONOLULU.
BOMBAY, SHANGHAI.

LONDON BANKERS:
THE LONDON JOINT STOCK BANK, LTD.
PARR'S BANK, LTD.

THE UNION BANK OF LONDON, LTD.

HONGKONG AGENCY:—INTEREST ALLOWED
On Current Account at the rate of 2 per cent.
per Annum on the Daily Balance.

On fixed deposits for 12 months at 5 per cent.

" " 6 "

" " 3 "

" " 3 "

S. CHOI, Agent.

Hongkong, 3rd October, 1898. [382]

THE CHARTERED BANK OF INDIA,

AUSTRALIA AND CHINA.

INCORPORATED BY ROYAL CHARTER, 1853.

HEAD OFFICE—LONDON.

CAPITAL PAID-UP.....£800,000
RESERVE LIABILITY OF SHARE-HOLDERS.....£800,000
RESERVE FUND.....£450,000

INTEREST ALLOWED ON CURRENT
ACCOUNT at the Rate of 2 per cent. per
annum on the Daily Balances.

On Fixed Deposits for 12 months, 5 per cent.

" " 6 "

" " 3 "

T. H. WHITEHEAD,
Manager, Hongkong.

Hongkong, 24th May, 1898. [31]

IMPERIAL BANK OF CHINA.

ESTABLISHED BY IMPERIAL DECREE
OF THE 12TH NOVEMBER, 1896.

Shanghai Taels.

SUBSCRIBED CAPITAL.....5,000,000
PAID-UP CAPITAL.....2,500,000

Head Office—SHANGHAI.

Branches and Agencies.

CANTON, HANKOW,
CHFOO, PEKING,
CHINKIANG, SWATOW,
FOOCHOW, TIENTSIN.

THE Bank purchases and receives for collection Bills of Exchange drawn on the above places, and Sends Drafts and Telegraphic Transfers Payable at its Branches and Agencies.

HONGKONG BRANCH,
Advances made on approved securities.
Bills discounted.

INTEREST ALLOWED ON DEPOSITS:
3 1/2 per Annum Fixed Deposits for 3 months.
4 1/2 " " 6 "
5 1/2 " " 12 "

E. W. RUTTER,
Acting Manager.

Hongkong, 15th October, 1898. [123]

THE NATIONAL BANK OF CHINA,
LIMITED.

Authorised Capital.....£1,000,000

Paid up Capital.....£ 324,374

HEAD OFFICE—HONGKONG.

Court of Directors:

D. Gillies, Esq.

J. T. Lauts, Esq. | Chow TungShang, Esq.

Chan Kit Shan, Esq. | Kwan Hoi Chuen, Esq.

Chief Manager:

G. W. F. PLAYFAIR.

Interest for 12 months, 5 per cent.
On Current Account, Daily Balances 2 per
Cent. per Annum.

Hongkong, 30th November, 1897. [18]

HONGKONG AND SHANGHAI
BANKING CORPORATION.

PAID-UP CAPITAL.....\$10,000,000

RESERVE FUND.....\$ 9,000,000

RESERVE LIABILITY OF PROP'TORS \$10,000,000

COURT OF DIRECTORS:

Hon. J. J. BILL-IRVING, Chairman.

R. M. GRAY,—Deputy Chairman.

C. Beurmann, Esq.

David Gublay, Esq. | A. J. Raymond, Esq.

A. Haupt, Esq. | P. Sachse, Esq.

R. H. Hill, Esq. | R. Shewan, Esq.

A. McConachie, Esq. | N. A. Siebs, Esq.

CHIEF MANAGER:

Hongkong—T. JACKSON, Esq.

MANAGER:

Shanghai—J. P. WADE GARDNER, Esq.

LONDON BANKERS—LONDON AND COUNTY
BANKING COMPANY, LIMITED.

HONGKONG—INTEREST ALLOWED:

On Current Account at the rate of 2 per Cent.

per Annum on the daily balance.

INTEREST ON FIXED DEPOSITS:

For 3 months, 3 1/2 per Cent. per Annum.

For 6 months, 3 1/2 per Cent. per Annum.

For 12 months, 4 per Cent. per Annum.

T. JACKSON,
Chief Manager.

Hongkong, 15th August, 1898. [9]

HONGKONG SAVINGS BANK.

THE Business of the above Bank is conducted
by the HONGKONG AND SHANGHAI
BANKING CORPORATION. Rules may be
obtained on application.

INTEREST on deposits is allowed at 3 1/2 PER
CENT. per annum.

Depositors may transfer at their option
balances of \$100 or more to the HONGKONG AND
SHANGHAI BANK, to be placed on FIXED
DEPOSIT at 4 PER CENT. per annum.

For the HONGKONG AND SHANGHAI
BANKING CORPORATION.

T. JACKSON,
Chief Manager.

Hongkong, 1st August, 1898. [10]

Intimations.

PENINSULAR AND ORIENTAL STEAM
NAVIGATION COMPANY.

[10]

FOR STEAMER CAPTAIN TO SAIL REMARK
LONDON Malacca E. G. Andrews About 8th Feb. Freight or Passage.
JAPAN, &c. Formosa* A. G. Cubitt, R.N.R. About 13th Feb. ... Freight or Passage.
LONDON Sotra T. H. Hide, R.N.R. About 15th Feb. ... Freight only.
LONDON, &c. Ballarat* C. L. W. Field Noon, 18th Feb. ... Freight or Passage.
JAPAN Rohilla* S. de B. Lockyer, R.N.R. 4 P.M., 18th Feb. ... Freight or Passage.
SHANGHAI Parramatta. C. F. Preston, R.N.R. About 18th Feb. ... Freight or Passage.
(Passing through the Inland Sea). + (See Special Advertisement)

For Further Particulars apply to

H. A. RITCHIE, Superintendent.

Hongkong, 6th February, 1899. [5]

D. C. L.
OLD TOM AND DRY GIN.

\$7 PER DOZ.

H. PRICE & Co.,
Sole Agents.

AQUARIUS

SPARKLING MINERAL TABLE WATER

(Manufactured from Treble Distilled Water)

I is the most suitable for mixing with Wines and Spirits; neither discolors them nor changes their flavour, as is so often the case with those Mineral Table Waters which contain iron and other salts.

"A PERFECT TABLE WATER."

CALDBECK, MACGREGOR & CO.,
AGENTS:
AQUARIUS COMPANY.

Hongkong, 3rd February, 1899. [15]

CURRY

AT THE HONGKONG HOTEL.

THE CLUB HOTEL,
LIMITED.

No. 5-B, BUND, YOKOHAMA.

A FIRST-CLASS HOTEL. Centrally situated, well furnished and supplied with excellent Cuisine and Good Wines.

The Company's Steam-launch attends the arrival and departure of all Mail Steamers.

Special attention paid to the Comfort of Visitors.

E. V. SIOEN, Manager.

Yokohama, 1st October, 1897. [36]

W. POWELL & CO.

WOOL SHAWLS
AND

TRAVELLING WRAPS

Hongkong, 1st January, 1899.

Intimations.

UNITED ASBESTOS ORIENTAL
AGENCY, LIMITED.

SOLE AGENTS IN

HONGKONG, CHINA, JAPAN, AND THE STRAITS SETTLEMENTS,

FOR THE

UNITED ASBESTOS CO., LTD., LONDON,

CONTRACTORS TO H.M. GOVERNMENT.

MANUFACTURERS OF THE

Best Qualities of ASBESTOS GOODS and PACKINGS.

HYDRAULIC and SELF LUBRICATING PUMP PACKINGS of all kinds.

"VICTOR" METALLIC BOILER JOINTS.

ASBESTOS SALAMANDER BOILER COVERING COMPOSITION of the best qualities.

ESTIMATES given for every DESCRIPTION of WORK.

SUPERINTENDENT..... THOS. SKINNER.

27] DODWELL & CO., LIMITED, General Agents.

PEAK HOTEL

AND

CRAIGIEBURN.

THE PEAK HOTEL is situated at VICTORIA GAP, adjoining the TRAMWAY TERMINUS, 1,350 feet above sea Level.

CRAIGIEBURN is situated at PLUNKETT'S GAP, five minutes walk from the PEAK HOTEL.

Fine Healthy location, variety of beautiful scenery. Cool Southerly breezes in Summer with perfect protection against the North East Winds in Winter.

Well appointed rooms, attentive service and excellent Cuisine.

GEO. J. CASANOVA,

Manager.

[28]

PETER SYS' WONDERFUL SPECIFIC.

THE only remedy at present known as an INFALLIBLE and PERMANENT CURE for SPRUE, DYSENTRY, DIARRHEA, HEMORRHAGE and ULCERATION of the BOWELS.

Recommended by some of the Chief Specialists of the Medical Profession.

Sold retail by all Chemists and Wholesalers

by THE PETER SYS COMPANY,

(Proprietors and Sole Manufacturers),

9, Old China Street,

Shanghai.

[124]

12th October, 1898.

THE PHARMACY.

HAVE NOW A LARGE ASSORTMENT OF ATKINSON'S PERFUMES AND ARE SOLE MANUFACTURERS OF

WHITE HEATHER BOUQUET.

Sole Agents for VIN PASTEUR the great French Nerve Tonic.

Also Sole Agents for the now well-known JAPANESE TABLE WATER

To-day's
Advertisements.

BIJOU THEATRE.

RECLAMATION GROUND, WEST POINT.
SECOND WEEK! SECOND WEEK!!and
Continued and Unabated Success of
D'ARCS MARIONETTES.TO-NIGHT,
and Every Evening at 9 sharp.
"ROBINSON CRUSOE"
and a Host of Gigantic Attractions,FRIDAY, 10th and SATURDAY, 11th
February.2 { PERFORMANCES } 2
Owing to the

CHINESE NEW YEAR.

PRICES AS USUAL.

Special Seats for Chinese Ladies only,
\$1 & 50 cents.

PLAN AT ROBINSON'S PIANO CO.

Look out for the
"SPANISH-AMERICAN WAR."

Hongkong, 6th February, 1899. [183a]

GOVERNMENT BILLS.

TENDERS for SPECIE—MEXICAN DOLLARS, Current in this Colony, and weighing 7.7, in Exchange for Sterling Bills drawn at 10 days' sight on the Lords Commissioners of Her Majesty's Treasury, London, will be received by the Chief Paymaster, Army Pay Department, until 11 A.M. TO-MORROW, the 7th instant.

The Tenders to state the total amount required (in Pounds Sterling), and the amount for which each Bill should be drawn, but no Bills will be issued for sums less than £100.

The Tenders to be in Duplicate and in sealed covers, addressed to the Chief Paymaster, Army Pay Department, and endorsed "Tenders for Government Bills."

The right to accept or reject any or all of the Tenders is reserved.

E. H. GORGES,
Colonel,
Chief Paymaster, China.Her Majesty's Treasury Office,
Queen's Road.

Hongkong, 6th February, 1899. [176a]

DOUGLAS STEAMSHIP COMPANY,
LIMITED.

FOR SWATOW.

THE Company's Steamship

"HAINUN."

Captain Bathurst, will be despatched for the above Port, TO-MORROW, the 7th instant, at Daylight.

For Freight or Passage, apply to

DOUGLAS LAFRAIK & Co.,
General Managers.

Hongkong, 6th February, 1899. [178a]

CHINA NAVIGATION COMPANY.
LIMITED.

FOR MANILA.

THE Company's Steamship

"SUNGKUANG."

Captain Dodd, will be despatched as above on THURSDAY, the 9th instant, at Noon.

For Freight or Passage, apply to

BUTTERFIELD & SWIRE,
Agents.

Hongkong, 6th February, 1899. [185a]

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

STEAM FOR

SINGAPORE, PENANG, COLOMBO,
BOMBAY, KARACHI, ADEN, SUEZ, PORT SAID, FIUME AND TRIESTE.

(Taking Cargos at through rates to SOUTH AFRICA, CALCUTTA, PERSIAN GULF, RED SEA, BLACK SEA, LEVANT and ADRIATIC PORTS.)

THE Company's Steamship

"GISELA."

Captain F. Noges, will be despatched as above on MONDAY, the 13th instant, P.M.

Silks and Valuables are transhipped on arrival at Bombay into an accelerated liner.

For information as to Passage and Freight, apply to

SANDER, WIELER & Co.,
Agents.

Hongkong, 6th February, 1899. [179a]

UNITED STATES AND CHINA-JAPAN STEAMSHIP LINE.

FOR NEW YORK VIA SUEZ CANAL.

THE Steamship

"INDRANI"

Captain Trotter, will be despatched as above on TUESDAY, the 14th instant, at Noon.

For Freight, apply to

JARDINE, MATHESON & Co.,
Agents.

Hongkong, 6th February, 1899. [25a]

CHINA NAVIGATION COMPANY,
LIMITED.

FOR MANILA.

THE Company's Steamship

"CHINGTU."

Captain Moore, will be despatched on TUESDAY, the 23rd instant, at Noon.

The attention of Passengers is directed to the Superior Accommodation offered by this Steamer. The First-class Saloon is situated forward of the Engines.

A duly qualified Surgeon is carried and the Vessel is fitted throughout with Electric Light.

For Passage, apply to

BUTTERFIELD & SWIRE,
Agents.

Hongkong, 6th February, 1899. [181a]

MOGUL-WARRACK-MILBURN LINE.

FOR NEW YORK VIA SUEZ CANAL.

THE Steamship

"SIKH."

will be despatched as above on or about the 24th instant.

S.S. "ARGYLL"..... Abegt 11th Mar., 1899.

S.S. "MACDUFF"..... " 31st Mar., 1899.

S.S. "GHAZEE"..... " 1st April, 1899.

For Freight or Passage, apply to

DODWELL & CO., LIMITED.

Agents.

Hongkong, 6th February, 1899. [182a]

To-day's
Advertisements.THE HONGKONG COTTON SPINNING
WEAVING AND DYEING CO.,
LIMITED.FULLY PAID UP SCRIP for Shares in
this Company can now be exchanged for
New Certificates at the OFFICE of the Under-
signed.JARDINE, MATHESON & Co.,
General Manager.
Hongkong, 6th February, 1899. [184a]

NOTICE:

PACIFIC MAIL STEAMSHIP CO.,
OXIDENTAL AND ORIENTAL STEAM-
SHIP CO.

TOYO KISEN KAISHA.

THE Offices of the above Companies have
been This Day REMOVED to the New
Building on Connaught Road, the Reclamation.J. S. VAN BUREN,
Agent.

Hongkong, 6th February, 1899. [183a]

NOTICE:

PACIFIC MAIL STEAMSHIP COMPANY.

NOTICE:

CONSIGNEES OF CARGO per Steamship

"CHINA."

The above Steamer having arrived, Consignees
of Cargo are hereby requested to send in their
Bills of Lading for countersignature, and to
take immediate delivery of their Goods from
alongside.Cargo impeding the discharge of the Vessel
will be landed and stored at Consignees' risk
and expense.J. S. VAN BUREN,
Agent.

Hongkong, 6th January, 1899. [1-w]

NORTHERN PACIFIC STEAMSHIP
COMPANY.

NOTICE TO CONSIGNEES.

STEAMSHIP "VICTORIA"
FROM TACOMA, VICTORIA, YOKO-
HAMA, KOBE, MOJI AND
SHANGAI.The above Steamer having arrived, Consignees
of Cargo are hereby requested to send in their
Bills of Lading for Countersignature, and to
take immediate delivery of their Goods from
alongside.Cargo impeding the discharge of the Vessel
will be landed and stored at Consignees' risk
and expense.

DODWELL & CO., LIMITED.

Agents.

Hongkong, 6th February, 1899. [4]

"GLEN" LINE OF STEAM PACKETS

FROM LONDON AND STRAITS.

THE Steamship

"GLENGARRY,"

having arrived from the above ports, Consignees
of cargo by her, are hereby informed that their
goods, are being landed at their
risk into the Godowns of the Hongkong and
Kowloon Wharf and Godown Co., Limited at
Kowloon, whence delivery may be obtained.Optional cargo will be forwarded unless
notice to the contrary be given before Noon
TO-MORROW.Cargo remaining undelivered after the 13th
instant, will be subject to rent.

No Fire Insurance has been effected.

Consignees are requested to present all
claims for damages and/or shortages not later
than the 20th instant, otherwise they will not
be recognised.Bills of Lading will be countersigned by
JARDINE, MATHESON & Co.,
Agents.

Hongkong, 6th February, 1899. [182a]

LIGHT YOUR LAMPS WITH
"SNOWFLAKE" KEROSINE OIL

150°

which gives a very brilliant light and does
not emit a bad odour as other inferior
brands of oil.

H. RUTTON JEE,

13 & 15 D'Aguilar Street,

Hongkong, and

21 & 22 Elgin Road, Kowloon.

Hongkong, 24th January, 1899. [116a]

Intimation.

A. S. WATSON & Co.,
LIMITED.

ESTABLISHED 1841.

PORTS

(For Invalids and General Use.)

Perfor.
Case.

B.—VINTAGE, superior quality;

Red Capsule..... \$14.40

C.—FINE OLD VINTAGE, super-

ior quality, Black

Seal Capsule..... 16.20

D.—VERY FINE OLD VINTAGE

extra superior, Violet

Capsule (Old Bottled) 20.40

Port after removal should be rested
for a month before use. Wine re-

quired for drinking at once should be

ordered to be decanted at the Dis-

pensary before being sent out.

These Wines are too favourably

known to need comment.

Sample bottles and smaller quanti-

ties will be supplied at proportionate

wholesale rates.

We only guarantee our Wines and

Spirits to be genuine when bought

direct from us in the Colony or from

our authorised Agents at the Coast

Ports.

At the Magistracy this morning two Chinamen

were each fined \$25, or six weeks, for having

a disorderly manner in house 83, Praya

Central on Saturday, and one of them was

further fined \$7 for making an insulting

expression—"barbarian"—in the presence of

the Magistrate.

The further hearing was adjourned.

A. S. WATSON & Co., Limited,

THE HONGKONG DISPENSARY.

BIRTHS.

On the 6th, 1899, at "Burnbrae,"

the wife of ROUNSEVELL WILDMAN, M.A.,

United States Consul General, of a daughter.

On the 30th of January, the wife of FRED-

ICK CLIFTON, Shanghai Water Works, etc.

At No. 8, Sans Souci Terrace, Shanghai, on

the 31st of January, the wife of A. D. LOWE, of

a son.

DEATHS.

At Tientsin, on Wednesday, January 25th,

WILLIAM HAWKES, Gymnastic Instructor,

Imperial Arsenal, aged 27 years.

At Tientsin, on Wednesday, January 25th,

THERESA, the wife of J. Hatch, aged 32 years.

The following telegram, received to-day

from Manila, has been courteously placed at

our disposal by the Hongkong and Shanghai

THE HONGKONG TELEGRAPH, MONDAY, FEBRUARY 6, 1899.

because it is pretty serious. Was there any other subject? What subject? Will you kindly suggest it?

I suggest the subject of conversation was the giving to your bank of a share in the exchange import business of Dodwell, Carill & Co.—I do not think so, because, as well as I can remember, we had some business before with them. If I am not mistaken we had some share in their business. I could not tell you what share.

Are you prepared to swear that you had any share in the import business of Dodwell, Carill & Co.?—I am not prepared to swear but if you like I will look at the books. I think we had business connections with the firm before 1898.

Then you cannot swear that you had any share in the import business of Dodwell, Carill & Co.?—I cannot swear.

That being so I suggest that at the interview the first subject of discussion was your receiving a share in financing the import business of Dodwell, Carill & Co.—I could not remember, I think we did some business with them in 1898, but I could not give exact date. As well as I can remember we had exchange transactions with them which is part of the financing of their import business. Did you know when Mr. Burgoyne came to you on the 26th of March that he was in charge of the import business of the firm?—Yes. I did not think he was the manager of the firm because I knew he was not.

As such manager of the import business he would be the person who would be in communication with the banks to settle exchange?—Yes, though I do not know who settled exchange for the firm.

Now I suggest that on the 26th of March Mr. Burgoyne came to see you with regard to giving you this import business. Will you swear that is not so?—I could not swear, as I told you before.

Will you swear that arrangements were not made at that time by which the firm of Dodwell, Carill & Co. were to have facilities up to £40,000?—It could not have been at that time, because the question of £40,000 was much later. Do you mean a separate credit of £40,000?

No, I am speaking of a general discussion of facilities being given up to £40,000, or up to any sum—it may be in general terms that was the question.

I suggest that after this discussion was concluded and arrangements had been made between you and Mr. Burgoyne for these facilities, he mentioned to you the subject of an advance on skins?—I could not remember.

It may have been before, or it may have been after?—Yes.

You said the advance he asked for was Tls. 20,000; are you sure it was not Tls. 30,000?—No, it could not have been, because the estimate of the merchandise was Tls. 25,000.

Supposing it was a sum of Tls. 30,000, of which part was required immediately and the remainder against other security, there would be reason for Tls. 30,000?—It is quite possible.

Are you prepared to say that Tls. 30,000 was not the sum actually mentioned, of which Tls. 20,000 was required at once and Tls. 10,000 later?—That I do not remember.

Witness, in reply to further questions, said that Mr. Burgoyne stated the goods were in Messrs. Dodwell, Carill & Co.'s godown, but he might not have said No. 4 Canton Road.

He said the skins were his and that they were worth about Tls. 35,000. He said he had bought skins against which he would like to have that advance. That was the first occasion upon which witness had had dealings with Mr. Burgoyne personally. Witness continued—Mr. Burgoyne took away with him some of the bank's forms and the document he sent back to me was written on one. I did not give any instructions as to enquires to be made about the existence of these goods in the godown until the end of the year. After Mr. Burgoyne sent in the documents duly signed they came to me.

Mr. Michael Speelman, controller of the loan department in the Russo-Chinese Bank, said that the accused had a loan of Tls. 20,000 in March last. Looking through them he said that with the exception of one for Tls. 36 in favour of Mr. Ballard, none of the cheques drawn against this loan by Mr. Burgoyne, were in favour of the Chinese who were said by the last witness to have been the owners of the skins in the godown. The endorsement on the godown order to deliver the goods therein named to "L. R. Burkhardt, Esq." was put on in the bank. As an official of the bank witness knew that prior to 1898 the bank did import exchange business with the firm of Dodwell, Carill & Co. One transaction was on the 3rd September, 1897, when they bought TT sterling.

Mr. McNeill—Is that what you call an import exchange transaction?

Witness—Well, it is the principal thing in import business.

Mr. L. R. Burkhardt, public silk inspector and inspector for the Russo-Chinese Bank, said the endorsement on the godown document (produced) was put on by witness on the 6th or 7th of January. About a week or ten days later witness went to the accused with the object of finding out if he (the accused) had any goods.

What did you find out?—Nothing. He told me there were no goods. They were not there. The Crown Advocate, either by calling Mr. Burrows, or otherwise desired to prove certain statements in the depositions.

Mr. McNeill did not object.

The Crown Advocate read from the depositions that the accused, charged with obtaining Tls. 8,000 by false pretences, said, "I admit the charge brought against me," and signed the same.

This closed the case for the prosecution.

The Crown Advocate then proceeded to address the Court. He contended the evidence showed that on the 26th of March there were in the godown goods belonging to the accused and corresponding to the details given in the delivery order to the bank. It was necessary, on behalf of the prosecution, to draw attention to the evidence given by Mr. Meuser lest the jury be misled. He said, properly enough, that Burgoyne had bought the goods before the 26th of March, but what his (Mr. Meuser) meant by buying where he was giving evidence against a man he had known for many years, and what the jury as business men meant by buying were different things. What he meant was that at that date Mr. Burgoyne had become possessed of 1,774 pieces of skins. The evidence was that eventually the skins were paid for by Dodwell, Carill & Co. No evidence had been given that Mr. Burgoyne had paid for them on his personal account. At the best at the time there was some cargo which Mr. Burgoyne hoped to pay for. He therefore deceived Mr. Wirth when he represented on the 26th of March that he was then the owner. As regards money if a man obtained it from some one and paid it to others, making the bank his agent in the meantime, he had received that money just as much as if he had put it in his pocket. It was almost unnecessary to refer to the plea of the defence that Burgoyne got the money as consideration for the business of Dodwell, Carill & Co. being put in the bank's hands. As Mr. Wirth had explained, and as was well known, exchange was settled by the brokers, not for one firm but many, and it was not to be expected that the Russo-Chinese Bank would enter into contract to advance money against non-existing goods in the hope that they would be able to shoo from the brokers sufficient to cover in exchange transactions. Considering all the evidence he was afraid the jury had only

been going to buy the skins, but as he had not paid the money they were not his. They belonged to a Chinese named Sing Yuen-chang. On the 13th of June the goods were exported by the English mail. On the 21st of June Mr. Meuser paid witness for him and he (witness) sent it to a Chinese bank for Sing Yuen-chang. Between March and June these were the only skins in the godown.

Cross-examined—He could not say, without reference to his books, whether there were 1,774 pieces of "Tungchow crosses" also in the godown on the date in question. Witness acted as a go-between for Mr. Burgoyne and the Chinese skin dealers, and he (witness) got one per cent on all goods exported. Four years ago the business amounted to 10,000 pieces, but lately it had been slack. Witness used to introduce the Chinese skin brokers to Mr. Burgoyne in his office. The name of the Chinese merchant would be given to Mr. Burgoyne so that he (Mr. Burgoyne) would know with whom he was doing business. After that the goods would be sent into the godown, but not before they were paid for. The Chinese did not pay any storage on the skins, and witness knew that Mr. Burgoyne had an insurance policy on the skins, but he could not say how much. If the Chinese had come to the godown and wanted the skins given up he would have had to ask Mr. Burgoyne before complying.

Mr. Otto Meuser, of the firm of Dodwell, Carill & Co., sworn, deposed—I know godown No. 4, Canton Road, in which principally skins are stored. In March last there were skins there, bought by Burgoyne for himself. I should say there were over 2,000 skins there at the time in question. There were also skins there paid for by the firm. There were 1,774 pieces paid for by the firm, and about 2,000 not paid for. The former would be correctly described as lamb-skin clothing. The balance was paid for in June by the firm's money. Besides the figures I have given there would be a good many more, belonging to natives in treaty for the firm. Sometimes a native wanting to sell skins sends in either samples or the whole lot, and they stay there until we buy it or tell him to take it away. Even then sometimes it remains.

Cross-examined—The firm pays the rent of the godown but Mr. Burgoyne had been in the habit, with the firm's permission, of using the godown for his own private business. He paid the firm a part of the expenses. The 1,774 pieces ultimately went forward on Mr. Burgoyne's account.

Mr. McNeill—So that on the 26th of March the godown actually contained 1,774 pieces which ultimately went forward on his account, and 2,000 pieces bought but not paid by him?

Witness—Yes.

Re-examined—Mr. Burgoyne does not now owe the firm for any skins in the godown in March.

At this stage the Court adjourned to two o'clock.

Upon resuming,

Nah Sich-chong was re-called for further cross examination. In reply to Mr. McNeill

he said that on the 26th of March there were 1,774 and 1,575 pieces, and 375 pieces of long skins in the godown.

Re-examined, the witness said that two Chinese owned the 1,575 pieces on joint account. They came into the godown on the 10th of March and were paid for by witness with money advanced by the compradore. When the goods were exported he was repaid by the firm on the 21st of June. Mr. Meuser gave him a cheque on the Hongkong and Shanghai Bank. The 1,774 pieces were also owned on Chinese joint account, and came into the godown on the 19th February. They were paid for on the 18th of March by Mr. Meuser, by a cheque on the Chartered Bank. The 375 long pieces belonged to the Chinese joint owners. They came in on the 21st of March and were paid for on the 21st of June.

Mr. Michael Speelman, controller of the loan department in the Russo-Chinese Bank, said that the accused had a loan of Tls. 20,000 in March last. Looking through them he said that with the exception of one for Tls. 36 in favour of Mr. Ballard, none of the cheques drawn against this loan by Mr. Burgoyne, were in favour of the Chinese who were said by the last witness to have been the owners of the skins in the godown. The endorsement on the godown order to deliver the goods therein named to "L. R. Burkhardt, Esq." was put on in the bank. As an official of the bank witness knew that prior to 1898 the bank did import exchange business with the firm of Dodwell, Carill & Co. One transaction was on the 3rd September, 1897, when they bought TT sterling.

Mr. McNeill—Is that what you call an import exchange transaction?

Witness—Well, it is the principal thing in import business.

Mr. L. R. Burkhardt, public silk inspector and inspector for the Russo-Chinese Bank, said the endorsement on the godown document (produced) was put on by witness on the 6th or 7th of January. About a week or ten days later witness went to the accused with the object of finding out if he (the accused) had any goods.

What did you find out?—Nothing. He told me there were no goods. They were not there.

The Crown Advocate, either by calling Mr. Burrows, or otherwise desired to prove certain statements in the depositions.

Mr. McNeill did not object.

The Crown Advocate read from the depositions that the accused, charged with obtaining Tls. 8,000 by false pretences, said, "I admit the charge brought against me," and signed the same.

This closed the case for the prosecution.

The Crown Advocate then proceeded to address the Court. He contended the evidence showed that on the 26th of March there were in the godown goods belonging to the accused and corresponding to the details given in the delivery order to the bank. It was necessary, on behalf of the prosecution, to draw attention to the evidence given by Mr. Meuser lest the jury be misled. He said, properly enough, that Burgoyne had bought the goods before the 26th of March, but what his (Mr. Meuser) meant by buying where he was giving

evidence against a man he had known for many years, and what the jury as business men meant by buying were different things. What he meant was that at that date Mr. Burgoyne had become possessed of 1,774 pieces of skins. The evidence was that eventually the skins were paid for by Dodwell, Carill & Co. No evidence had been given that Mr. Burgoyne had paid for them on his personal account. At the best at the time there was some cargo which Mr. Burgoyne hoped to pay for. He therefore deceived Mr. Wirth when he represented on the 26th of March that he was then the owner. As regards money if a man obtained it from some one and paid it to others, making the bank his agent in the meantime, he had received that money just as much as if he had put it in his pocket. It was almost unnecessary to refer to the plea of the defence that Burgoyne got the money as consideration for the business of Dodwell, Carill & Co. being put in the bank's hands. As Mr. Wirth had explained, and as was well known, exchange was settled by the brokers, not for one firm but many, and it was not to be expected that the Russo-Chinese Bank would enter into contract to advance money against non-existing goods in the hope that they would be able to shoo from the brokers sufficient to cover in exchange transactions. Considering all the evidence he was afraid the jury had only

one thing to do, and that was to find the prisoner guilty.

No evidence being called for the defence, Mr. McNeill said he had something to lay before the Court which might relieve the Jury from the necessity of returning a verdict. The point he wished to submit to his Lordship was that, even if the evidence for the Crown proved all that the counsel for the prosecution said, if all the evidence given by the witnesses for the Crown were correct and regarded in its most favourable light for the prosecution, it was only evidence of obtaining credit, which was not an offence within the meaning of the Larceny Act.

His Lordship suggested that it might be more convenient to take the verdict of the Jury and, if necessary, raise the legal point.

Mr. McNeill said his other point was that the document given to the bank, if anything, was a bill of sale which was void by non-registration and therefore not a valuable security.

The Crown Advocate, in reply to his Lordship, was agreeable to a verdict being first taken, the point of law being reserved.

Mr. McNeill going on to sum up the case for the defence said he thought the jury would realise the feelings with which he came into Court to defend a man like, the accused—a man of some mark in the community who had hitherto borne a blameless reputation—upon charges which, if brought home to him, would involve his complete social ruin. But after following the evidence and listening to the Crown Advocate he felt that a load had been entirely lifted from his shoulders, and that he could address the jury with confidence as to what their verdict would be. It was proper, before examining the case presented, that he should deal with the evidence produced by the Crown Advocate when he read the statement made by the accused. According to Russell on "Crime" a confession is obviously no conclusive evidence against the person, and when it involves matter of law as well as matter of fact it is to be received with more than usual caution." A change of obtaining money by false pretences involved matters of fact and matters of law. He was prepared to admit that the money was obtained by Mr. Burgoyne, and if necessary for the purpose of the case, he was prepared to admit that the Tls. 30,000 had not been repaid. There was an indebtment. But that was not the question. The charge was obtaining money by false pretences, and if the jury were familiar with the law on the subject they would know that it had been the subject of more decisions than any other branch of the criminal law. The question of false pretences taxed the ability of the most able lawyers to this day. That being so, in regard to that so-called confession, he asked the jury to put it aside and wait the direction of his Lordship as to how much attention they were to pay to that, considering also the feelings of a man who was brought into Court by a person to whom he owed money, and who was charged with obtaining it by false pretences. Going on to examine the evidence, the learned Counsel said he could not help commenting upon the fact that when Mr. Wirth was pressed to give an answer which might have been favourable to the accused, he could not remember, or followed it up with the remark that he could not recollect, but he did not think it could be the case. The evidence of Mr. Meuser was very important and conclusive. It showed that on the 26th of March there were 1,774 pieces of skins in the godown which had been paid for by the firm of Dodwell, Carill & Co. on account of Mr. Burgoyne, and that there were also, as near as he could recollect, 2,000 pieces which had been purchased by Mr. Burgoyne but had not been paid for. So that the godown order was amply covered, and the goods in the godown were not removed until June. There was, therefore, ample time for the bank to ascertain whether the goods were there. It was highly important to remember, from the evidence of Mr. Wirth, that the loan was granted before the document was seen, so that it could not have been a false pretence in the obtaining of the money. He suggested that Mr. Wirth, being anxious to consolidate the Bank's position with the firm, granted the loan without consideration of the security. After that things went badly with Mr. Burgoyne, and the Russo-Chinese Bank did not take it quite so well as Mr. Wirth hoped. How easy it was, when things went wrong, when perhaps superiors or co-manager blamed you for the action you had taken, in making the advance, to say: "I was misled by this man. There are no skins now. There were probably no skins before. Let us bring him into Court." That was how an apparently simple matter of an advance of money against a lot of skins, who had not been paid, had ended in that charge. In conclusion, the learned Counsel asked the Jury to return a verdict in favour of the accused.

His Lordship, in summing-up, said the motive which Mr. McNeill had suggested might have been correct, but when the jury were considering that, and what Mr. McNeill suggested took place, they might fairly take into consideration what the accused said at the preliminary examination. If this had really been a loan to Mr. Burgoyne in order that Dodwell, Carill & Co.'s business should be brought to the bank, might not Mr. Burgoyne have said, when he was accused of false pretences: "This was really given to me in order that I should bring the business of Dodwell, Carill & Co. to the bank." Ashdown had said, evidence of obtaining money by false pretences taken from the Chinese for the burning of the Spanish brig "Bibiano."

1896—Residents appointed to the Federated Malay States.

1897—Persons on relief in India numbered 2,467,000.

TO-MORROW.

TUESDAY, FEBRUARY 6, 1899.

Chinese—26th of 22nd moon of 25th year of Chien-hsi.

Sun—Rises 7hr. 2min.

Sets 4hr. 51min.

High water—Morning 7hr. 2min.

Afternoon 4hr. 51min.

Low water—Morning 1hr. 30min.

and 3hr. 30min.

ANNIVERSARIES.

168—Death of Charles II.

1792—Death of Seringapatam.

1838—Sir Henry Irving born.

1840—The Spanish Envoy, Halcon arrived at Macao to demand satisfaction from the Chinese for the burning of the Spanish brig "Bibiano."

1896—Residents appointed to the Federated Malay States.

1897—Persons on relief in India numbered 2,467,000.

TO-MORROW.

TUESDAY, FEBRUARY 6, 1899.

Chinese—27th of 22nd moon of 25th year of Kwang-shi.

Sun—Rises 6hr. 25min.

Sets 5hr. 35min.

Intimations.

NIPPON YUSEN KAISHA.

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PROJECTED SAILINGS FROM HONGKONG—SUBJECT TO ALTERATION.

STEAMERS.	DESTINATIONS.	SAILING DATES.
FUTAMI MARU.....	NAGASAKI, MOJI, KOBE and YOKOHAMA	FRIDAY, 10th February, at 4 P.M.
K. J. C. Todd.....	YOKOHAMA	THURSDAY, 16th February, at 4 P.M.
MIIKE MARU.....	KOBE and YOKOHAMA	THURSDAY, 16th February, at 4 P.M.
S. Kawamoto.....	MARSEILLE, LONDON AND ANTWERP, via SINGAPORE, PENANG, COLOMBO and PORT SAID	THURSDAY, 16th February, at 4 P.M.
TOSA MARU.....	SHANGHAI, CHENGDU and BOMBAY	FRIDAY, 17th February, at 4 P.M.
P. Going.....	SINGAPORE, COLOMBO and BOMBAY	FRIDAY, 17th February, at 4 P.M.
SAGAMI MARU.....	SINGAPORE, COLOMBO and BOMBAY	FRIDAY, 17th February, at 4 P.M.
J. Nagao.....	SHANGHAI, CHENGDU and BOMBAY	FRIDAY, 17th February, at 4 P.M.
KAGOSHIMA MARU.....	SINGAPORE, COLOMBO and BOMBAY	FRIDAY, 17th February, at Noon.
R. Numone.....	THURSDAY ISLAND, TOWNSVILLE, BRISBANE, SYDNEY and MELBOURNE	FRIDAY, 17th February, at 4 P.M.
KASUGA MARU.....	VILLE, BRISBANE, SYDNEY and MELBOURNE	FRIDAY, 17th February, at 4 P.M.
E. W. Haswell.....	VILLE, BRISBANE, SYDNEY and MELBOURNE	FRIDAY, 17th February, at 4 P.M.

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Manager.

Hongkong, 4th February, 1899.

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Hongkong, 9th December, 1898.

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Tokyo Cotton Spinning Mill, Japan.

Hayashi Clock Factory.

Hongkong, 11th December, 1898.

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SUBJECT TO ALTERATION.

STEAMERS.	DESTINATIONS.	SAILING DATES.
SARNIA	HAVRE, HAMBURG/BREMEN	About 15th Freight and February Passage.
Elshers	(London with transhipment in HAMBURG)	About 10th Freight and March Passage.
SILESIA	HAVRE, HAMBURG/BREMEN	About 20th Freight.
Brehrens	(London with transhipment in HAMBURG)	March
SUEVIA	HAVRE, HAMBURG/BREMEN	About 20th Freight.
Forck	(London with transhipment in HAMBURG)	March
WITTENBERG	HAVRE, HAMBURG/BREMEN	About 31st Freight.
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PROPOSED SAILINGS FROM HONGKONG.

China (via Amoy, Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama & Honoli.)	Thursday, 16th Feb., at Noon.
City of Rio de Janeiro (via Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama and Honoli.)	Tuesday, 14th March, at Noon.

City of Peking (via Shanghai, Nagasaki, Kobe, Inland Sea, Yokohama & Honoli.)	Saturday, 8th April, at Noon.
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